

**Facility Connected Collocation Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Community Internet Systems Inc.
for the State of Nebraska**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Community Internet Systems, Inc. ("CLEC"), a Nebraska corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Nebraska Public Service Commission on April 23, 2002, as referenced in Application No. C-2702 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Facility Connected Collocation as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendment Waivers

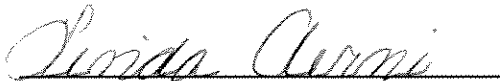
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Community Internet Systems Inc.



Authorized Signature

LINDA AERNI

Name Printed/Typed

PRESIDENT

Title

Date

4/22/05 per cover letter

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director-Interconnection Agreements

Title

Date

4/26/05

ATTACHMENT 1

FACILITY CONNECTED COLLOCATION

If terms and conditions for Facility Connected Collocation are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

1.0 Description

1.1 Qwest's Facility Connected (FC) Collocation allows CLEC access Unbundled Network Elements (UNEs), Ancillary Services and Finished Services within a Qwest Wire Center via an entrance facility without collocating physical equipment in the wire center.

1.2 FC Collocation takes place on a termination block or termination panel within the designated wire center and is engineered by Qwest.

1.3 FC Collocation allows termination of a copper or fiber cable at a demarcation point for cross-connection to the desired service facilitates Interconnection or access to UNEs, Ancillary Services, or Finished Services within a Qwest Central Office (CO).

2.0 Terms and Conditions

2.1 FC Collocation is available if CLEC does not wish to obtain Caged Physical, Cageless Physical or Virtual Collocation, but requires access to the Qwest Wire Center for Interconnection or access to UNEs, Ancillary Services and Finished Services.

2.2 Qwest performs the installation of individual UNEs to the block termination point indicated by CLEC on the Alternative Point of Termination (APOT) form.

2.3 FC Collocation is available with the following configurations:

2.3.1 Copper Entrance Facility for termination and cross-connection to appropriate Digital Service Level 0 (DS0) and Digital Service Level 1 (DS1) UNE services (if utilized for DS1 UNEs, CLEC must transmit a Trunk Level 1 (T1) templated signal over the copper facility). DS1 Copper entrance facilities will be wired to a DS1 office repeater to remove line voltage before terminating on the DSX panel. Qwest will install and charge for this repeater equipment.

2.3.2 Fiber Entrance Facility termination and cross-connection to appropriate fiber UNEs (Dark Fiber).

2.4 Other levels of service such as Digital Service Level 3 (DS3) or DS1 utilizing fiber are available via the Bona Fide Request (BFR).

2.5 All Qwest terminations on the Termination Frame or Termination Panel will be given a frame address. Qwest will establish and maintain frame or panel address records for Qwest terminations.

2.6 Protection for lightning or voltage is required related to copper entrance facilities and will require protection units on standard connector blocks on the distribution frame. Qwest will engineer and install this protection. All copper cables used for Interconnection or access to

UNEs, Ancillary Services, or Finished Services must come through a cable vault/entrance facility and have grounded/bonded sheaths.

2.7 CLEC is responsible for providing an entrance facility to the Collocation-Point of Interface (C-POI).

3.0 Rate Elements

3.1 Qwest will recover FC Collocation costs through both recurring and nonrecurring charges. The charges are determined by the information provided by CLEC on the FC Collocation Order Form and the scope of work to be performed. Qwest will develop a quote for the work to be performed. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. FC Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. Charges for FC Collocation will appear on a FC Collocation quote.

3.2 The following elements as specified in Exhibit A of this Amendment are used to develop a price quotation in support of FC Collocation:

3.3 Nonrecurring Charges:

3.3.1 Quote Preparation Fee (QPF): A non-refundable charge for the work required to process the request for a price quote for the total costs to CLEC for its FC Collocation request.

3.3.2 Engineering Labor provides the planning and engineering of CLEC entrance facility or demarcation at the time of installation or change.

3.3.3 Copper Entrance Facility: Charge provides for installing the cable from the C-POI to the demarcation point and the cost of splicing from the CLEC cable to the Qwest fire rated Central Office cable. Charge also includes racking and risers in the Central Office and labor to terminate cable to 310 block.

3.3.4 Fiber Entrance Facility: Charge provides for the fiber optic cable from the C-POI utilizing Qwest conventional single mode type of fiber optic cable to the Fiber Distribution Panel. The Collocation entrance facility includes: manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame. Charges apply per fiber pair.

3.3.5 Termination Block: Charge to recover the 310 Block with protectors to terminate CLEC Copper Entrance Facility.

3.3.6 Termination Panel: Charge to recover the Fiber Distribution Panel to terminate CLEC Fiber Entrance Facility.

3.3.7 DS1 Voltage Isolation: Charge to recover Cost of Westell 31m228U card in T1 shelf. Used to isolate DS1 signal line voltage from Qwest DSX. Charge is applied only when CLEC is transmitting a DS1 signal over copper entrance facility.

3.4 Recurring Charges:

3.4.1 Copper Entrance Facility: Charges are assessed for the ongoing maintenance of the entrance facility and use of shared infrastructure such as, racking and risers.

3.4.2 Fiber Entrance Facility: Charges are assessed for the ongoing maintenance of the facility and use of shared infrastructure such as racking, risers and conduit.

3.4.3 Termination Block: Charge for the maintenance of the 310 block with protectors.

3.4.4 Termination Panel: Charge for the maintenance of the panel.

3.4.5 DS1 Voltage Isolation Charge: Labor to install and maintain Westell 31M228U T1 shelf. Charge also includes cabling, frame, and DSX panel for terminating entrance facility from the power isolation card. Charged only when CLEC is transmitting a DS1 signal over the copper entrance facility.

4.0 Ordering

4.1 Qwest will provide FC Collocation 90 calendar days from receipt of a complete application with timely acceptance of the quote by CLEC. CLEC must have their entrance facility at the POI no later than 53 calendar days after Qwest receives the completed FC Collocation application.

4.1.1 CLEC may request this as a type of collocation through the Facility Connected Collocation Application Form.

4.1.2 Applications should be sent to rfsmet@qwest.com. Upon receipt of a complete Facility Connected Collocation Application Form, Qwest will provide space feasibility within ten calendar days.

4.1.3 Acceptance – After receipt of a FC Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the FC Collocation Application. A FC Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

**Exhibit A
Nebraska***

Amendment					Notes			
		Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC	
8.12 Facility Connected (FC) Collocation								
8.12.1	FC Collocation Quote Preparation Fee, per Request			ICB	3		3	
8.12.2	FC Collocation Engineering Fee, per Job			ICB	3		3	
8.12.3	FC Collocation Copper Entrance Facility Charge, per 100 Pair	ICB		ICB	3		3	
8.12.4	FC Collocation Fiber Entrance Facility Charge, per Cable, minimum 12 Strands (uses approved rate from 8.1.2.1)	\$6.37		\$621.04	A		A	
8.12.5	FC Collocation Termination Block with Protectors Charge, per 100 Pairs	ICB		ICB	3		3	
8.12.6	FC Collocation Termination Panel Charge, per 12 Strands	ICB		ICB	3		3	
8.12.7	FC Collocation DS1 Voltage Isolation, per Pair	ICB		ICB	3		3	

NOTES:

Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:

A: Cost Docket C-2516 / PI-49 Effective 6/7/02

[3] Individual Case Basis- ICB